This court has held in *Watson v. Ferrell*, 34 W. Va. 406, and in *Becher v. McGraw*, 48 W. Va. 539, that controversy as to title excludes the jurisdiction of a court of equity to enjoin trespass to real estate. The majority opinion, by the present decision, recognizes the modern practice. Pending the litigation of an estate at law, equity may issue an injunction to prevent waste. *Griffith v. Hilliard*, 69 Vt. 643; *Erhardt v. Boaro et al.*, 113 U. S. 537; *Fulton v. Harman*, 44 Md. 521; *Duvall v. Waters*, 18 Am. Dec. 350.

EVIDENCE—ADMISSIONS OF DEVISEES.—DENNIS V. NEAL ET AL., 71 S. W. 387 (TEX.).—In proceedings for the probate of a will contested on the ground of undue influence, *held*, to be error to admit evidence of admission of one of several devisees, tending to show such influence.

This case holds according to the decided weight of authority. 9 *Am. & Eng. Enc. Law* 343. The decisions are based on the principle that there is merely a common interest among devisees and in order that an admission of one may be used against another there must be a joint interest. 3 *Starkie, Ev.* 1708. There are, however, decisions to the contrary. *Beall v. Cunningham*, 1 B. Mon. 399.

INSURANCE—ACCIDENT—CONSTRUCTION OF POLICY.—RORICK V. RAILWAY OFFICIALS AND EMPLOYEES' ACC. ASS'N, 119 FED. 63.—A policy insuring only "against physical, bodily injury resulting in disability or death," provided that notice of such accident should be sent "within fifteen days from the date of the accident causing the disability or death." Plaintiff's husband struck his head against a projection in a car, but thinking the injury trivial he continued to work for six days. He then became insane and died on the seventh day, an autopsy showing that the blow was the sole cause of death. Notice was given to the insurers within fifteen days from the disability but not from the blow. *Held*, that the condition of the policy was satisfied. Gilbert, Circuit J., *dissenting*.

The courts are not inclined to place a narrow and technical construction upon insurance policies but favor the insured. *McNally v. Phoenix Ins. Co.*, 137 N. Y. 389. In *Tripp v. Provident Fund Society*, 140 N. Y. 23, notice within ten days of the finding of the assured's body buried in a fallen building, fulfilled the requirement of notice within ten days from date of the accident.

INSURANCE—FIRE—BLANKET AND SPECIFIC POLICIES—PRORATING LOSS.—SCHMAELZLE V. LONDON AND L. FIRE INS. CO., 53 ATL. 863 (CONN.).—Property consisting of several items was insured by several policies, some blanket and some specific, each policy providing, "This company shall not be liable under this policy for a greater proportion of any loss on the described property, than the amount hereby insured shall bear to the whole insurance." *Held*, that for the purpose of determining the proportional liability of the blanket and specific policies, on the first item the full amount of blanket insurance is to be considered, on the second item such amount less its liability on the first item, and so on.

The existence of the specific policies makes necessary a construction of the prorating clause, to determine what shall be considered the "whole insurance" on each item. Where no question of apportionment arises, the whole amount insured by a blanket policy attaches to each item thereunder. 3 *Joyce, Ins.* 2456. Yet the weight of authority has held, where there was specific as well as blanket insurance, that the "whole insurance" on any item